

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE <b>10-Dec-2006</b>		4. REQUISITION/PURCHASE REQ. NO. W26WKS63105293		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE <b>W917PM</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W917PM-07-R-0017	
				X		9B. DATED (SEE ITEM 11) 20-Nov-2006	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  Solicitation questions and answers are provided.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  09-Dec-2006	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

QUESTIONS AND ANSWERS

Question 1. Will the contractor be responsible for war damage to construction work-in-progress prior to turnover of completed project sites to the government?

Response 1: Section 01010, paragraph 1.8, Site Security, states that, "The Contractor shall provide perimeter force protection security for the developing site...Perimeter security shall prevent unauthorized site access and provide safety protection to the Contractor work force and government personnel for the duration of the project." The Government's presumption is that the contractor is responsible for the security of the construction site, and is responsible for any damage to construction work-in-progress as a function of failure to provide adequate site security.

This contract is firm fixed-price. Costs incurred in the performance of project execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of contractor equipment and facilities, and damage to or destruction of the project prior to Government acceptance, are the sole responsibility of the contractor. The Government makes no guarantee to provide the contractor with security, and bears no obligation to reimburse the contractor for costs arising from the attacks of hostile entities. The Government may provide the contractor with an equitable adjustment with respect to time in accordance with clause 52.249-10; see 52.249-10(b)(1)(i) and (2).

Prospective bidders should also note that the Contractor is responsible for providing security for shipments of materials to construction sites, as well as providing for the security of contractor personnel in transit to and from construction sites.

Question 2. Will the contractor be responsible for delays associated with "security" situations?

Response 2: Please refer to the answer provided for question 1. It should also be noted that the performance period for this contract has already been adjusted to provide time for the contractor to resolve contingency situations and still be able to complete the work required by the contract within the time frames described in Section 01010, paragraph 1.5, Period of Performance.

(End of Questions and Answers)